

ORIGINAL

BILL NO. S-73-10 -37

SPECIAL ORDINANCE NO. S- 112-73

AN ORDINANCE approving an agreement with
WAYNE ASPHALT & CONSTRUCTION CO. for
the improvement of Fisher Street.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

SECTION 1. The agreement approved October 2, 1973,
between the City of Fort Wayne, by and through its Mayor and the
Board of Public Works, and WAYNE ASPHALT & CONSTRUCTION CO., INC.,
for construction and improvement of Fisher Street as follows:

Fisher Street from the east property
line of Reed Street to the west
property line of Winter Street.

for a total cost of \$11,841.00, of which the City will pay
approximately \$5,359.50, the balance paid by property owners
under the Barrett Law, all as more particularly set forth
in said Agreement, which is on file in the Office of the Board
of Works, and is by reference incorporated herein and made a
part hereof, is hereby in all things ratified, confirmed and
approved.

SECTION 2. This Ordinance shall be in full force and
effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Stier, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 10-9-73

Shirley W. Whitman
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Talarico, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>8</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>1</u>	to-wit:
BURNS	<input checked="" type="checkbox"/>	_____	_____	_____	_____
HINGA	<input checked="" type="checkbox"/>	_____	_____	_____	_____
KRAUS	_____	_____	_____	<u>X</u>	_____
MOSES	<input checked="" type="checkbox"/>	_____	_____	_____	_____
NUCKOLS	<input checked="" type="checkbox"/>	_____	_____	_____	_____
SCHMIDT, D.	<input checked="" type="checkbox"/>	_____	_____	_____	_____
SCHMIDT, V.	<input checked="" type="checkbox"/>	_____	_____	_____	_____
STIER	<input checked="" type="checkbox"/>	_____	_____	_____	_____
TALARICO	<input checked="" type="checkbox"/>	_____	_____	_____	_____

DATE: 10-23-73

Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (~~Annexation~~) (Special) (Appropriation) Ordinance (Resolution) No. S-112-73 on the 23rd day of October, 1973.

ATTEST: (SEAL)

Charles W. Whitman
CITY CLERK

Winfred C. Wingo Jr.
PRESIDENT OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of October, 1973, at the hour of 1:30 o'clock A. M., E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 24th day of October, 1973, at the hour of 3:10 o'clock 2 M., E.S.T.

David A. Hawk
MAYOR

Bill No. S-73-10-37

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving an agreement with WAYNE ASPHALT & CONSTRUCTION CO.
for the improvement of Fisher Street.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

James S. Stier - Chairman

Eugene Kraus, Jr. - Vice-Chairman

Samuel J. Talarico

William T. Hinga

Vivian G. Schmidt

James S. Stier

Eugene Kraus, Jr.

Samuel J. Talarico

William T. Hinga

Vivian G. Schmidt

DATE 10-23-73 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

September 25, 1973

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

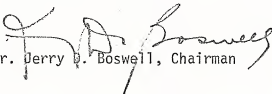
The Board has approved a contract with Wayne Asphalt & Construction Company, Inc. for the improvement of Fisher Street. The amount of the contract is \$11,841.00, of which the City will be paying approximately \$5,359.50. The balance is to be paid by the property owners under the Barrett Law Plan.

Because the construction season is over in November, the contractor, as well as the Board is most anxious to acquire Councilmanic approval so the project can be started and completed this year.

We are, therefore, requesting prior approval. The contract will be introduced in Council this month for regular processing and ordinance number.

Very truly yours,

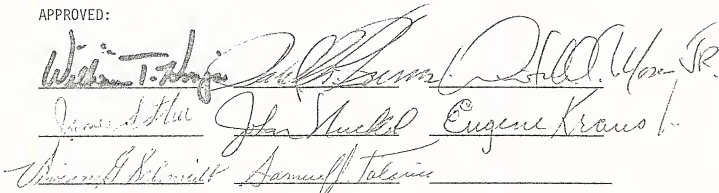
BOARD OF PUBLIC WORKS


Dr. Jerry D. Boswell, Chairman

JDB/ss

Attachment

APPROVED:


The signatures of the members of the Common Council are written over horizontal lines. From left to right, the signatures appear to be: William T. Hays, James D. Hays, John Nuckel, Eugene Kraus, and two other names that are partially obscured or less legible.

MEMBERS OF THE COMMON COUNCIL

CONTRACT

This Agreement, made and entered into this 2nd day of October, 19 73

by and between --- --WAYNE ASPHALT & CONSTRUCTION CO.--- --

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Fisher Street from the east property line of Read Street to the west property line of Winter Street.

by grading and paving the roadway to a width of twenty-seven feet with including curb
8" Full Depth Asphalt

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5637-1973 and at the following prices:

at the following prices:

Pavement Removal	Fifteen dollars and no cents, per square yard	\$ 15.00
Curb Removal	Ten dollars and no cents, per lineal foot	10.00
Excavation - Regular	Eight dollars and no cents, per cubic yard	8.00
Fine Grading	One dollar and no cents, per square yard	1.00
Seeding	One dollar and no cents, per square yard	1.00
6" x 6" Integral Curb (Straight)	Twenty five dollars and no cents, per lineal foot	25.00
Combined Curb & Gutter (Straight)	Six dollars and fifty cents, per lineal foot	6.50
Hot Asphalt Top 2" - B Top) State Mix	Fifteen dollars and no cents, per ton	15.00
Sidewalk or Wing Walk 5" Concrete	Three dollars and no cents, per square foot	3.00
6" - Hot Asphalt Binder #53 B	Twelve dollars and no cents, per ton	12.00
8" Asphalt Replacement	One hundred dollars and no cents, per ton	100.00
New Catch Basins to be constructed 48"	Five hundred dollars and no cents, each	500.00
12" Sewer Pipe R.C.P Class IV	Fifteen dollars and no cents, per lineal foot	15.00
Manhole Tap	Fifty dollars and no cents, each	50.00
Backfill Gravel (Trenches & Structures)	Ten dollars and no cents, per cubic yard	10.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. ~~5637~~-1973 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally ~~within~~ ^{within thirty days after contract is approved by City Council} and in all respects completed ~~before XXXXXXXXXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said ~~date~~ ^{date}, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____

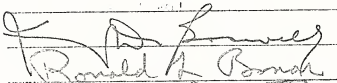
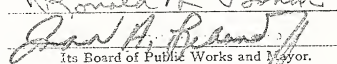
WAYNE ASPHALT & CONSTRUCTION CO., INC.

BY: 

IIS: 

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:


Ronald A. Bonch

Earl H. [unclear]
Its Board of Public Works and Mayor.

OCT 2 1973

GUARANTY BOND

Know All Men by These Presents, That we _____

_____-WAYNE ASPHALT & CONSTRUCTION CO., INC._____-Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND -

_____-as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ELEVEN THOUSAND,

EIGHT HUNDRED FORTY ONE DOLLARS AND NO CENTS-

_____-(\$11,841.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

_____-WAYNE ASPHALT & CONSTRUCTION CO., INC._____-

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

_____Street - 8" Full Depth Asphalt_____Pavement

on Fisher Street from the east property line of Reed

Street to the west property line of Winter Street.

_____, according to certain plans and specifications, and
for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said _____

WAYNE ASPHALT & CONSTRUCTION CO., INC. shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 17 day of September, 1973

YASTE, ZENT & RYE, INC.

Authorized Agents

BY: Arthur C. Frances

WAYNE ASPHALT & CONSTRUCTION CO., (SEAL)

BY: C. K. Stewart (SEAL)

UNITED STATES FIDELITY & GUARANTY

BY: James E. Gule (SEAL)

Attorney-in-fact

Approved this 2nd day of October, 1973

Arthur C. Frances
Richard L. Bonar

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we hereby certify that WAYNE ASPHALT & CONSTRUCTION CO., INC. has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five thousand Dollars (\$5,000.00)

as principal, and

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 17 day of September, 1973

YASTE, ZENT & RYE, INC.

Authorized Agents

BY

WAYNE ASPHALT & CONSTRUCTION CO., INC. (SEAL)

BY

UNITED STATES FIDELITY & GUARANTY (SEAL)

BY

ITS: James J. Thiele (SEAL)

Attorney-in-fact

(SEAL)

Approved this

day of

October, 1973

Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

September 14, 1973

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 83680

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 19th day of April, A. D. 1973

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By James A. Mappus, Vice-President.

(SEAL) (Signed) John H. Aitken, Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 19th day of April, A. D. 1973 before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John H. Aitken, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John H. Aitken were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1974

(SEAL) (Signed) Herbert J. Aull, Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 19th day of April, A. D. 1973

(SEAL) (Signed) Robert H. Bouse, Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

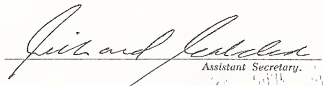
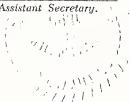
Lane I. Grile

of **Fort Wayne, Indiana**, authorizing and empowering **him** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) **September 17, 1973**


Assistant Secretary.


GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IN RE:

WAGE SCALE

CODE: S - SKILLED
SS - SEMI-SKILL
U - UNSKILLED

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, all construction and maintenance projects, to be awarded by contract for the Board of Works, City of Fort Wayne, Indiana, during the months of July, August, September, 1973.

in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	8.50	35¢	55¢	50¢	
BOILERMAKER	S	9.20	50	65		1¢
BRICKLAYER	S	8.21	20	25		1
CARPENTER	S	7.55		6%		1/2 app 2 and fund
	S	7.78	30	30		2 app
CEMENT MASON	S	7.50	40			
ELECTRICIAN	S	8.40	25	1% 30		4
ELEVATOR CONSTRUCTOR	S	7.87	58¢ includes	all.		
GLAZIER	S	7.19	10		15	1¢ app 29¢ holid days
IRON WORKER	S	8.75	40	65		1
LABORER	S	5.10-6.60	18	25		7 educ tm
LATHER	S	7.16		25		1 app 3 and fund
MILLWRIGHT & PILEDRIVER	S	7.85		4%		4 app 2 and fund
OPERATING ENGINEER	S	See attached list				
PAINTER	S	6.56-7.56	32	25		5
PLASTERER	S	7.06	30			
PLUMBER, STEAMFITTER, GASFITTER	S	8.18	20	35		7
MOSAIC & TERRAZZO GRINDER	S	5.35-7.80				
ROOFER	S	7.70		10		
SHEETMETAL WORKER	S	8.14	23	15		5 and fund
TEAMSTER	S	5.50-6.95%	p.w. 12.00	p.w. 12.00		

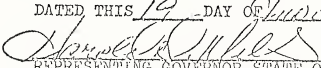
If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

RECEIVED

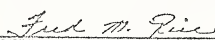
JUL 5 1973

CITY ENGINEERING DEPT.

DATED THIS 19 DAY OF JUNE. 1973


 REPRESENTING GOVERNOR, STATE OF INDIANA


 REPRESENTING THE AWARDED AGENT.


 REPRESENTING STATE A.F.L. & C.I.O.

DIGEST STREET

✓
S-B-10-37

TITLE OF ORDINANCE Contract with Wayne Asphalt for improvement of Fisher Street

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Requests approval of the contract with Wayne Asphalt
and Construction Company, Inc. for the improvement of Fisher Street.
(See Prior Approval letter attached)

EFFECT OF PASSAGE Improvement of Fisher Street this year.

EFFECT OF NON-PASSAGE No improvement of Fisher Street.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

Cost to City approximately \$5,359.50.

ASSIGNED TO COMMITTEE (J.N.)

Public Work WCH